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6 Attorneys for Defendant  
Bay Area Credit Service, LLC  
7

FILED  
2012 JUL 13 PM 4:17  
CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
SANTA ANA

8  
9 **UNITED STATE DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **SOUTHERN DIVISION**

12 HEATHER THOMPSON,

13 Plaintiff,

14 vs.

15 BAY AREA CREDIT SERVICE,  
16 LLC.,

17 Defendant.  
18  
19

Case no. **SACV12-01151 CJC (ANx)**

**NOTICE OF REMOVAL**

Complaint filed May 22, 2012  
Complaint served June 14, 2012

20 **DEFENDANT'S NOTICE OF REMOVAL**

21 Defendant Bay Area Credit Service, LLC hereby files this notice of removal  
22 under 28 U.S.C. §1446(a).

23 **A. Introduction**

24 1. Defendant is Bay Area Credit Service, LLC ("Defendant"); Plaintiff is  
25 Heather Thompson ("Plaintiff").

26 2. This case was initially filed on May 22, 2012 in the Superior Court of  
27 California, County of Orange, No. 30-2012-00571056-CL-NP-WJC.

28 3. On June 14, 2012, Defendant was personally served with Plaintiff's

1 Summons and Complaint.

2 4. As Defendant received Plaintiff's Complaint on June 14, 2012,  
3 Defendant files this notice of removal within the 30-day time period required by 28  
4 U.S.C. §1446(b)), and as extended via Fed. R. Civ. Proc. 6. *See Wells v. Gateways*  
5 *Hosp. & Mental Health Ctr.*, 1996 U.S. App. LEXIS 2287 at \*2 (9th Cir. Cal. Jan.  
6 30, 1996); *Williams v. Leonard*, 2003 U.S. Dist. LEXIS 772 (N.D. Cal. Jan. 13,  
7 2003).

### 8 **B. Basis for Removal**

9 5. Removal is proper because Plaintiff's Complaint involves a federal  
10 question. 28 U.S.C. §§1331, 1441(b); *Long v. Bando Mfg. of Am., Inc.*, 201 F.3d  
11 754, 757-58 (6th Cir. 2000); *Peters v. Union Pac. R.R.*, 80 F.3d 257, 260 (8th Cir.  
12 1996). Specifically, Plaintiff has alleged claims that arise under 15 U.S.C. § 1692,  
13 *et seq.*, for alleged violation of the Fair Debt Collection Practices Act.

14 6. "Where it appears from the bill or statement of the plaintiff that the  
15 right to relief depends upon the construction or application of the Constitution or  
16 laws of the United States, and that such federal claim is not merely colorable, and  
17 rests upon a reasonable foundation, the District Court has jurisdiction.... " *Smith v.*  
18 *Kansas City Title and Trust Co.*, 255 U.S. 180, 41 S. Ct. 243, 65 L. Ed. 577 (1921)  
19 (Court upheld federal jurisdiction over the case because the state claim embraced a  
20 federal question). A case may "arise under" federal law for purposes of 28 U.S.C. §  
21 1331 even when a state cause of action is asserted, however, "where the vindication  
22 of a right under state law necessarily turns on some construction of federal law."  
23 *Franchise Tax Bd. of Cal. v. Constr. Laborers Vacation Trust for Southern Cal.*,  
24 463 U.S. 1, 27-28, 103 S. Ct. 2841, 77 L. Ed. 2d 420 (1983) The question then is  
25 whether plaintiff's "right to relief under state law requires resolution of a substantial  
26 question of federal law in dispute."

27 7. Similarly, to bring a case within (arising-under jurisdiction), a right or  
28 immunity created by the Constitution or laws of the United States must be an

1 element, and an essential one, of the plaintiff's cause of action. The right or  
 2 immunity must be such that it will be supported if the Constitution or laws of the  
 3 United States are given one construction or effect, and defeated if they receive  
 4 another. *Gully v. First Nat'l Bank* (U.S. 1936) 299 U.S. 109, 112, 112, 57 S. Ct. 96,  
 5 97.

6 8. All pleadings, process, orders, and other filings in the state court action  
 7 are attached to this notice as Exhibit "A".

8 9. Venue is proper in this district under 28 U.S.C. §1441(a) because this  
 9 district and division embrace the place where the removed action has been pending.

10 10. Defendant will promptly file a copy of this notice of removal with the  
 11 clerk of the state court where the action has been pending.

#### 12 **C. Jury Demand**

13 11. Plaintiff demanded a trial by jury in the state court action. Defendant  
 14 demands a trial by jury.

#### 15 **D. Conclusion**

16 12. Defendant respectfully request removal of this action as it involves a  
 17 Federal question under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692.

18  
 19  
 20 **Dated:** July 13, 2012

**Carlson & Messer, LLP**

21  
 22  
 23 **By:** /s/ Keith A. Yeomans

24 David J. Kaminski  
 Keith A. Yeomans

25 Attorneys for Defendant  
 26 Bay Area Credit Service, LLC  
 27  
 28

# **EXHIBIT A**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752, Darin Shaw, Esq. SBN 251037 Law Offices of Todd M. Friedman 369 S. Doheny Dr. #415 Beverly Hills, CA 90211 TELEPHONE NO.: 877-206-4741 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, Heather Thompson		<b>CM-010</b>  FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of Orange  <b>05/22/2012 at 11:13:18 AM</b> Clerk of the Superior Court By Maria Gina Barr, Deputy Clerk						
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 8141 13th Street MAILING ADDRESS: CITY AND ZIP CODE: Westminster, CA 92683-4593 BRANCH NAME: West Justice Center								
CASE NAME: Heather Thompson v. Bay Area Credit Service, LLC								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">CIVIL CASE COVER SHEET</td> <td style="text-align: center;">Complex Case Designation</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">           CASE NUMBER:   <b>30-2012-00671056-CL-NF-WJC</b> </td> </tr> <tr> <td style="width: 33%;"> <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)         </td> <td style="width: 33%;"> <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)         </td> <td style="width: 33%;"> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder            Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)         </td> </tr> </table>			CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER:  <b>30-2012-00671056-CL-NF-WJC</b>	<input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)
CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER:  <b>30-2012-00671056-CL-NF-WJC</b>					
<input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)						

Items 1-6 below must be completed (see Instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) <b>Non-PIPD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PIPD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of Judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 22, 2012

Todd M. Friedman

(TYPE OR PRINT NAME)

## NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## CIVIL CASE COVER SHEET



CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i>	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
<b>Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Asbestos Property Damage	Collection Case—Seller Plaintiff	Enforcement of Judgment
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Enforcement of Judgment (Out of County)
Product Liability (not asbestos or toxic/environmental) (24)	Insurance Coverage (not provisionally complex) (18)	Confession of Judgment (non-domestic relations)
Medical Malpractice (45)	Auto Subrogation	Sister State Judgment
Medical Malpractice—Physicians & Surgeons	Other Coverage	Administrative Agency Award (not unpaid taxes)
Other Professional Health Care Malpractice	Other Contract (37)	Petition/Certification of Entry of Judgment on Unpaid Taxes
<b>Other P/DPD/WD (23)</b>	Contractual Fraud	Other Enforcement of Judgment Case
Premises Liability (e.g., slip and fall)	Other Contract Dispute	
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Other P/DPD/WD	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
<b>Non-P/DPD/WD (Other) Tort</b>	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Defamation (e.g., slander, libel) (13)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Fraud (16)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Intellectual Property (19)	Commercial (31)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Residential (32)	Other Petition (not specified above) (43)
Legal Malpractice	Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>	Civil Harassment
Other Professional Malpractice (not medical or legal)	<b>Judicial Review</b>	Workplace Violence
Other Non-P/DPD/WD Tort (35)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
<b>Employment</b>	Petition Re: Arbitration Award (11)	Election Contest
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Name Change
Other Employment (15)	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

SUM-100

**SUMMONS**  
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):  
BAY AREA CREDIT SERVICE, LLC

YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):  
HEATHER THOMPSON

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**

Superior Court of California,  
County of Orange

05/22/2012 at 11:13:18 AM

Clerk of the Superior Court  
By Maria Gina Barr, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Superior Court of Orange  
8141 13th Street  
Westminster, CA 92683-4593

CASE NUMBER:

30-2012-00571056-CL-NP-WJC

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Todd M. Friedman, 369 S. Doheny Dr., #415, Beverly Hills, CA 90211, 877-206-4741

DATE: 05/22/2012  
(Fecha) ALAN CARLSON, Clerk of the Court

Clerk, by  
(Secretario)

*Maria Gina Barr*

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)). Maria Gina Barr

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): *Bay Area Credit Service, LLC*  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):  
4. ☐ by personal delivery on (date):

Todd M. Friedman (216752)  
Nicholas J. Bontrager (252114)  
Suren N. Weerasuriya (278521)  
Law Offices of Todd M. Friedman, P.C.  
369 S. Doheny Dr. #415  
Beverly Hills, CA 90211  
Phone: 877-206-4741  
Fax: 866-633-0228  
Attorneys for Plaintiff

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange

**05/22/2012 at 11:13:18 AM**  
Clerk of the Superior Court  
By Maria Gina Barr, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE – WEST JUSTICE CENTER  
LIMITED JURISDICTION**

Case No. 30-2012-00571056-CL-NP-WJC

HEATHER THOMPSON,	) COMPLAINT FOR VIOLATION
Plaintiff,	) OF ROSENTHAL FAIR DEBT
	) COLLECTION PRACTICES ACT AND
	) FEDERAL FAIR DEBT COLLECTION
	) PRACTICES ACT
vs.	)
	) (Amount not to exceed \$10,000)
BAY AREA CREDIT SERVICE, LLC,	)
Defendant.	)
	) 1. Violation of Rosenthal Fair Debt
	) Collection Practices Act
	) 2. Violation of Fair Debt Collection
	) Practices Act

**I. INTRODUCTION**

1. This is an action for damages brought by an individual consumer for Defendant's violations of the Rosenthal Fair Debt Collection Practices Act, Cal Civ Code §1788, *et seq.* (hereinafter "RFDCPA") and the Fair Debt Collection Practices Act, 15 U.S.C. §1692, *et seq.* (hereinafter "FDCPA"), both of which prohibit debt collectors from engaging in abusive, deceptive, and unfair practices.

**II. PARTIES**



1           2.     Plaintiff, HEATHER THOMPSON ("Plaintiff"), is a natural person residing in  
2 Orange county in the state of California, and is a "consumer" as defined by the FDCPA, 15  
3 U.S.C. §1692a(3) and is a "debtor" as defined by Cal Civ Code §1788.2(h).

4  
5           3.     At all relevant times herein, Defendant, BAY AREA CREDIT SERVICE, LLC  
6 ("Defendant") was a company engaged, by use of the mails and telephone, in the business of  
7 collecting a debt from Plaintiff which qualifies as a "debt," as defined by 15 U.S.C. §1692a(5),  
8 and a "consumer debt," as defined by Cal Civ Code §1788.2(f). Defendant regularly attempts  
9 to collect debts alleged to be due another, and therefore is a "debt collector" as defined by the  
10 FDCPA, 15 U.S.C. §1692a(6), and RFDCPA, Cal Civ Code §1788.2(c).

### 12                               III. FACTUAL ALLEGATIONS

13           4.     At various and multiple times prior to the filing of the instant complaint,  
14 including within the one year preceding the filing of this complaint, Defendant contacted  
15 Plaintiff in an attempt to collect an alleged outstanding debt.

16  
17           5.     In December 2011, Defendant contacted Plaintiff in connection with an attempt  
18 to collect an alleged debt.

19           6.     Defendant contacted Plaintiff at her place of work on (714) 826-4957, despite  
20 being repeatedly informed that such calls were against the policies of Plaintiff's employer,  
21 including but not limited to, calls made on December 6, 2011, December 7, 2011 and  
22 December 9, 2011.

23  
24           7.     Defendant contacted Plaintiff at (714) 826-4957 at times and places that were  
25 known to be inconvenient, including but not limited to, multiple calls per day.  
26  
27  
28

1           8. Defendant contacted Plaintiff at (714) 826-4957 with such a frequency as to  
2 constitute harassment under the circumstances, including but not limited to, multiple calls per  
3 day.  
4

5           9. Defendant's conduct violated the FDCPA and the RFDCPA in multiple ways,  
6 including but not limited to:

- 7           a) Repeatedly contacting Plaintiff at his/her place of employment  
8 after being informed that such calls are inconvenient to Plaintiff  
9 and violate the policy of Plaintiff's employer (§1692c(a)(1)(3));
- 10           b) Communicating with Plaintiff at times or places which were  
11 known or should have been known to be inconvenient for  
12 Plaintiff (§1692c(a)(1));
- 13           c) In connection with an attempt to collect an alleged debt from  
14 Plaintiff, contacting a third party for purposes other than  
15 obtaining location information (§1692b & §1692c(b));
- 16           d) In connection with an attempt to collect an alleged debt from  
17 Plaintiff, providing the identity of Defendant to a third party  
18 without such information being expressly requested (§1692b(1)  
19 & §1692c(b));
- 20           e) Disclosing to a third party the existence of the debt allegedly  
21 owed by Plaintiff (§1692b(2) & §1692c(b));
- 22           f) Communicating with a single third party more than once in  
23 connection with an attempt to collect an alleged debt from  
24 Plaintiff (§1692b(3) & §1692c(b));
- 25           g) Communicating with Plaintiff's employer regarding Plaintiff's  
26 consumer debt, where such a communication was not necessary  
27 to the collection of the debt, and where Plaintiff had not  
28 consented in writing to such communication (Cal Civ Code  
§1788.12(a)).

1           10. As a result of the above violations of the FDCPA and RFDCPA, Plaintiff  
2 suffered and continues to suffer injury to Plaintiff's feelings, personal humiliation,  
3 embarrassment, mental anguish and emotional distress, and Defendant is liable to Plaintiff for  
4 Plaintiff's actual damages, statutory damages, and costs and attorney's fees.  
5

6                   COUNT I: VIOLATION OF ROSENTHAL  
7                   FAIR DEBT COLLECTION PRACTICES ACT

8           11. Plaintiff reincorporates by reference all of the preceding paragraphs.

9           12. To the extent that Defendant's actions, counted above, violated the RFDCPA,  
10 those actions were done knowingly and willfully.  
11

12                   PRAYER FOR RELIEF

13                   WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant  
14 for the following:  
15

- 16                   A. Actual damages;  
17                   B. Statutory damages for willful and negligent violations;  
18                   C. Costs and reasonable attorney's fees; and  
19                   D. For such other and further relief as may be just and proper.

20                   COUNT II: VIOLATION OF FAIR DEBT  
21                   COLLECTION PRACTICES ACT

22           13. Plaintiff reincorporates by reference all of the preceding paragraphs.

23                   PRAYER FOR RELIEF

24                   WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant  
25 for the following:

- 26                   A. Actual damages;  
27                   B. Statutory damages;  
28                   C. Costs and reasonable attorney's fees; and,  
                    D. For such other and further relief as may be just and proper.

1  
2 PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY

3 Respectfully submitted this 22nd day of May, 2012.

4 By:

5 Todd M. Friedman, Esq.  
6 Law Offices of Todd M. Friedman, P.C.  
7 Attorney for Plaintiff  
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CHAMBERS OF  
THOMAS J. BORRIS  
PRESIDING JUDGE

Superior Court of California  
County of Orange

700 CIVIC CENTER DRIVE WEST  
SANTA ANA, CA 92702  
DEPARTMENT C1

December 15, 2011

ADMINISTRATIVE ORDER NO. 11/05

ORDER TO FILE PAPERS ELECTRONICALLY  
2.253(a) of the California Rules of Court

Commencing January 1, 2012, and pursuant to California Rules of Court rule 2.253, the Court orders that all papers filed in actions containing a cause of action for breach of contract must be filed electronically. In addition to the Court providing notice, plaintiff and any cross-complainant naming new parties in all breach of contract actions shall serve a copy of this Order on all parties when serving the complaint or cross-complaint. For purposes of complying with rules 2.253(a)(2) and (3), the 10 days for opposing this order begins as follows:


- a) for plaintiff, on the filing date of the complaint;
- b) for defendant or cross-defendant, on the date the Court mails a copy of this Order to defendant or cross-defendant.

The full case number must be printed on all filings for breach of contract actions impacted by this Order.

This order only applies to breach of contract actions filed after January 1, 2012.

IT IS SO ORDERED.

Dated this 15 day of December, 2011.

  
THOMAS J. BORRIS  
Presiding Judge



## Superior Court of California County of Orange

CIVIL MANAGEMENT

CIVIL OPERATIONS  
(657) 622-5300

January 14, 2011

### **NOTICE RE: BOOKMARKING OF EXHIBITS ON ELECTRONICALLY FILED DOCUMENTS**

Effective March 1, 2011, all electronically filed law and motion documents must have all exhibits bookmarked. Law and motion documents submitted on and after March 1 that are not bookmarked will be returned to the submitting party for correction.

Bookmarking electronic documents complies with California Rules of Court, rule 3.1110 (f).

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)  
INFORMATION PACKAGE**

**NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):**

**Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.**

**California Rules of Court – Rule 3.221  
Information about Alternative Dispute Resolution (ADR)**

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.

(2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.

(3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE**

**ADR Information**

**Introduction.**

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

**BENEFITS OF ADR.**

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

**Save Time.** A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

**Save Money.** When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

**Increase Control Over the Process and the Outcome.** In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

**Preserve Relationships.** ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

**Increase Satisfaction.** In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

**Improve Attorney-Client Relationships.** Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

**DISADVANTAGES OF ADR.**

ADR may not be suitable for every dispute.

**Loss of protections.** If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.



**Less discovery.** There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

**Additional costs.** The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

**Effect of delays if the dispute is not resolved.** Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

#### **TYPES OF ADR IN CIVIL CASES.**

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

**Arbitration.** In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

**Cases for Which Arbitration May Be Appropriate.** Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

**Cases for Which Arbitration May Not Be Appropriate.** If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

**Mediation.** In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

**Cases for Which Mediation May Be Appropriate.** Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

**Cases for Which Mediation May Not Be Appropriate.** Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

**Neutral Evaluation.** In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

**Cases for Which Neutral Evaluation May Be Appropriate.** Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

**Cases for Which Neutral Evaluation May Not Be Appropriate.** Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

**Settlement Conferences.** Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

#### **ADDITIONAL INFORMATION.**

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the Yellow Pages under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, contact:

- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) pilot programs is available on the Court's website at [www.occourts.org](http://www.occourts.org).

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address):  Telephone No.: _____ Fax No. (Optional): _____ E-Mail Address (Optional): _____ Bar No: _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> JUSTICE CENTER: <input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor - Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 <sup>th</sup> Street, Westminster, CA 92683-0500	
PLAINTIFF/PETITIONER:  DEFENDANT/RESPONDENT:	
<b>ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION</b>	CASE NUMBER:

Plaintiff(s)/Petitioner(s), \_\_\_\_\_

and defendant(s)/respondent(s), \_\_\_\_\_

agree to the following dispute resolution process:

- ☐ Mediation
- ☐ Arbitration (must specify code)
- ☐ Under section 1141.11 of the Code of Civil Procedure
- ☐ Under section 1280 of the Code of Civil Procedure
- ☐ Neutral Case Evaluation

The ADR process must be completed no later than 90 days after the date of this Stipulation or the date the case was referred, whichever is sooner.

☐ I have an *Order on Court Fee Waiver* (FW-003) on file, and the selected ADR Neutral(s) are eligible to provide pro bono services.

☐ The ADR Neutral Selection and Party List is attached to this Stipulation.

We understand that there may be a charge for services provided by neutrals. We understand that participating in an ADR process does not extend the time periods specified in California Rules of Court rule 3.720 et seq.

Date: \_\_\_\_\_ (SIGNATURE OF PLAINTIFF OR ATTORNEY) \_\_\_\_\_ (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: \_\_\_\_\_ (SIGNATURE OF DEFENDANT OR ATTORNEY) \_\_\_\_\_ (SIGNATURE OF DEFENDANT OR ATTORNEY)

### ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION

Approved for Optional Use  
L1270 (Rev. January 2010)

California Rules of Court, rule 3.221



Superior Court of California  
County of Orange

VIRGINIA DAVIDOW

CIVIL UNIT MANAGER

657-622-7555

**ATTENTION ALL ATTORNEYS AND LITIGANTS**

**NEW PROCEDURES for EXPEDITED JURY TRIALS IN CIVIL  
CASES are available, effective January 3, 2011.**

A Judicial Council Information Sheet is attached to your complaint.

Specific details about the new procedure can be found in California Code of Civil Procedure commencing with Section 630.01 and California Rules of Court, rules 3.1545 through 3.1552. If applicable, notify the court at your first Case Management Conference.



**EJT-010-INFO****Expedited Jury Trial Information Sheet**

This information sheet is for anyone involved in a civil lawsuit who is considering taking part in an **expedited jury trial**—a trial that is shorter and has a smaller jury than a traditional jury trial. Taking part in this type of trial means you give up your usual rights to appeal. **Please read this information sheet before you agree to have your case tried under the expedited jury trial procedures.**

This information sheet does not cover everything you may need to know about expedited jury trials. It only gives you an overview of the process and how it may affect your rights. **You should discuss all the points covered here and any questions you have about expedited jury trials with your attorney. If you do not have an attorney, you should consult with one before agreeing to an expedited jury trial.**

**① What is an expedited jury trial?**

An expedited jury trial is a short trial, generally lasting only one day. It is intended to be quicker and less expensive than a traditional jury trial.

As in a traditional jury trial, a jury will hear your case and will reach a decision about whether one side has to pay money to the other side. An expedited jury trial differs from a regular jury trial in several important ways:

- **The trial will be shorter.** Each side has 3 hours to put on all its witnesses, show the jury its evidence, and argue its case.
- **The jury will be smaller.** There will be 8 jurors instead of 12.
- **Choosing the jury will be faster.** The parties will exercise fewer challenges.
- **All parties must waive their rights to appeal.** In order to help keep down the costs of litigation, there are no appeals following an expedited jury trial except in very limited circumstances. These are explained more fully in ⑤.

**② Will the case be in front of a judge?**

The trial will take place at a courthouse and a judge, or, if you agree, a temporary judge (a court commissioner or an experienced attorney whom the court appoints to act as a judge) will handle the trial.

**③ Does the jury have to reach a unanimous decision?**

No. Just as in a traditional civil jury trial, only three-quarters of the jury must agree in order to reach a decision in an expedited jury trial. With 8 people on the jury, that means that at least 6 of the jurors must agree on the verdict in an expedited jury trial.

**④ Is the decision of the jury binding on the parties?**

Generally, yes, but not always. A verdict from a jury in an expedited jury trial is like a verdict in a traditional jury trial. The court will enter a judgment based on the verdict, the jury's decision that one or more defendants will pay money to the plaintiff or that the plaintiff gets no money at all.

But parties who agree to take part in expedited jury trials are allowed to make an agreement before the trial that guarantees that the defendant will pay a certain amount to the plaintiff even if the jury decides on a lower payment or no payment. That agreement may also put a cap on the highest amount that a defendant has to pay, even if the jury decides on a higher amount. These agreements are known as "high/low agreements." You should discuss with your attorney whether you should enter into such an agreement in your case and how it will affect you.

**⑤ Why do I give up most of my rights to appeal?**

To keep costs down and provide a faster end to the case, all parties who agree to take part in an expedited jury trial must agree to waive the right to appeal the jury verdict or decisions by the judicial officer concerning the trial unless one of the following happens:

- Misconduct of the judicial officer that materially affected substantial rights of a party;
- Misconduct of the jury; or
- Corruption or fraud or some other bad act that prevented a fair trial.

In addition, parties may not ask the judge to set the jury verdict aside, except on those same grounds. Neither you nor the other side will be able to ask for a new trial on the grounds that the jury verdict was too high or too low, that legal mistakes were made before or during the trial, or that new evidence was found later.



## EJT-010-INFO

## Expedited Jury Trial Information Sheet

### 6 How else is an expedited jury trial different?

The goal of the expedited jury trial process is to have shorter and less expensive trials. The expedited jury trial rules set up some special procedures to help this happen. For example, the rules require that several weeks before the trial takes place, the parties show each other all exhibits and tell each other what witnesses will be at the trial. In addition, the judge will meet with the attorneys before the trial to work out some things in advance.

The other big difference is that the parties can make agreements about how the case will be tried so that it can be tried quickly and effectively. These agreements may include what rules will apply to the case, how many witnesses can testify for each side, what kind of evidence may be used, and what facts the parties already agree to and so do not need to take to the jury. The parties can agree to modify many of the rules that apply to trials generally or even to expedited jury trials (except for the four rules described in 1).

### 7 Who can have an expedited jury trial?

The process can be used in any civil case that the parties agree may be tried in a single day. To have an expedited jury trial, both sides must want one. Each side must agree that it will use only three hours to put on its case and agree to all the other rules in 1 above. The agreements between the parties must be put into writing in a document called a Proposed Consent Order Granting an Expedited Jury Trial, which will be submitted to the court for approval. The court must issue the consent order as proposed by the parties unless the court finds good cause why the action should not proceed through the expedited jury trial process.

### 8 Can I change my mind after agreeing to an expedited jury trial?

No, unless the other side or the court agrees. Once you and the other side have agreed to take part in an expedited jury trial, that agreement is binding on both sides. After you enter into the agreement, it can be changed only if both sides want to change it or stop the process or if a court decides there are good reasons the expedited jury trial should not be used in the case. This is why it is important to talk to your attorney before agreeing to an expedited jury trial.

You can find the law and rules governing expedited jury trials in Code of Civil Procedure sections 630.01–630.12 and in rules 3.1545–3.1552 of the California Rules of Court. You can find these at any county law library or online. The statutes are online at [www.leginfo.ca.gov/calaw.html](http://www.leginfo.ca.gov/calaw.html). The rules are at [www.courts.ca.gov/rules](http://www.courts.ca.gov/rules).

ATTORNEY OR PARTY WITHOUT ATTORNEY:		FOR COURT USE ONLY
Law Offices of Todd M. Friedman, P.C. 369 South Doheny Dr., #415 Beverly Hills, CA 90211 (877) 206-4741 Plaintiff		<b>ELECTRONICALLY FILED</b> Superior Court of California, County of Orange <b>07/06/2012 at 09:40:00 AM</b> Clerk of the Superior Court By Michele Curry, Deputy Clerk
ATTORNEY FOR: <b>Plaintiff</b> SUPERIOR COURT OF CALIFORNIA, COUNTY OF: <b>Orange</b> 8141 - 13th St. Westminster, CA 92683-0000 Westminster		
PLAINTIFF/PETITIONER:	<b>Thompson</b>	CASE NUMBER:
DEFENDANT/RESPONDENT:	<b>Bay Area Credit Services, LLC</b>	<b>30201200571056CLNPWJC</b>
<b>PROOF OF SERVICE OF SUMMONS</b>		Ref. No. or File No.:

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of:

**Summons & Complaint; Order to File Papers  
 Electronically; Notice RE:Bookmarking of Exhibits on  
 Electronically Filed Doc; ADR Information Package;  
 Stipulation for ADR (Blank); New Procedures for  
 Expedited Jury Trials in Civil Cases**

3. a. Party served: **Bay Area Credit Service, LLC**  
 b. Person served: **Tracy Daniels - Agent for Service**

4. Address where the party was served: **1901 W. 10th St.  
 Antioch, CA 94509  
 (BUSINESS)**

5. I served the party

b. by substituted service. On: **June 14, 2012**  
 at: **01:42 pm**

I left the documents listed in item 2 with or in the presence of:

**Cristina Rodriguez - Authorized to Receive**

(1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.

(4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code of Civ. Proc. § 415.20). I mailed the documents

on: **June 18, 2012**  
 from: **Lafayette, CA**

PLAINTIFF/PETITIONER:	<b>Thompson</b>	CASE NUMBER:	<b>30201200571056CLNPWJC</b>
DEFENDANT/RESPONDENT:	<b>Bay Area Credit Services, LLC</b>		

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- c. On behalf of: **Bay Area Credit Service, LLC**  
under the following Code of Civil Procedure section:  
**416.10 (corporation)**

7. Person who served papers:

- a. Name: **Stephen Hutson**  
**PROFESSIONAL PROCESS SERVICE**
- b. Address: **936 Dewing Ave., Ste. C, Lafayette, CA 94549**
- c. Telephone: **(925) 284-3990**
- d. The fee for service was: **\$61.00**
- e. I am:
- (3) registered California process server:
- (i) independent contractor.
- (ii) Registration No.: **587**
- (iii) County: **Contra Costa**

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: **June 22, 2012**

**Stephen Hutson**

(NAME OF PERSON WHO SERVED PAPERS)

  
(SIGNATURE)



STATE OF CALIFORNIA                   )  
  )     SS.  
COUNTY OF LOS ANGELES           )


I am over the age of eighteen years and not a party to the within action. My business address is 5959 W. Century Blvd., Suite 1214, Los Angeles, CA 90045.

**SEE ATTACHED SERVICE LIST**

- ☒ **BY MAIL:** I sealed such envelope(s) and placed it (them) for collection and mailing on this date following the ordinary business practices of Carlson & Messer LLP. I am "readily familiar" with the business practices of Carlson & Messer LLP for collection and processing of correspondence for mailing with the United States Postal Service. Such correspondence would be deposited with the United States Postal Service at Los Angeles, California this same day in the ordinary course of business with postage thereon fully prepaid.
- ☐ **ELECTRONIC MAIL:** Based on Court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the said documents to be sent to the persons at the electronic mail addresses listed below (see attached service list). I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☐ **PERSONAL SERVICE BY HAND-** I personally served document to address stated on POS Service List.
- ☐ **BY FACSIMILE-** I transmitted via telecopier machine such document to the offices of the addressees.
- ☐ **(STATE)** - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☒ **(FEDERAL)** - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

ade.

at Los Angeles, California.

  
Linda Brooks

**SERVICE LIST**

**Heather Thompson v. Bay Area Credit Service, LLC**

**File No.: 07173.00**

Todd M. Friedman, Esq.  
LAW OFFICES OF TODD M. FRIEDMAN, P.C.  
369 S. Doheny Drive, Suite 415  
Beverly Hills, California 90211  
Tele: (877) 206-4741  
Fax: (866) 633-0228  
Email: tfriedman@attorneysforconsumers.com  
Email: dshaw@attorneysforconsumers.com

Attorneys for Plaintiff  
Heather Thompson

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) HEATHER THOMPSON	<b>DEFENDANTS</b> BAY AREA CREDIT SERVICE, LLC
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)	<b>Attorneys (If Known)</b> Keith A. Yeomans (SBN: 245600) - yeomansk@cmtlaw.com CARLSON & MESSER LLP 5959 W. Century Boulevard, Suite 1214, Los Angeles, California 90045 (310) 242-2200 Telephone; (310) 242-2222 Facsimile

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DEF</th> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DEF</th> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

  
**IV. ORIGIN** (Place an X in one box only.)  
☐ 1 Original Proceeding     ☒ 2 Removed from State Court     ☐ 3 Remanded from Appellate Court     ☐ 4 Reinstated or Reopened     ☐ 5 Transferred from another district (specify):     ☐ 6 Multi-District Litigation     ☐ 7 Appeal to District Judge from Magistrate Judge
  
**V. REQUESTED IN COMPLAINT:** JURY DEMAND: ☒ Yes     ☐ No (Check 'Yes' only if demanded in complaint.)  
**CLASS ACTION under F.R.C.P. 23:** ☐ Yes     ☒ No     **MONEY DEMANDED IN COMPLAINT: \$** "Not to exceed \$10,000."
  
**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
  
**VII. NATURE OF SUIT** (Place an X in one box only.)

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number:

**SACV12-01151 CJC (ANx)**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Contra Costa

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date July 13, 2012

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

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PROOF OF SERVICE

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STATE OF CALIFORNIA }

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COUNTY OF LOS ANGELES }

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I am employed in the County of Los Angeles, State of California.

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I am over the age of eighteen years and not a party to the within action. My business address is 5959 W. Century Blvd., Suite 1214, Los Angeles, CA 90045.

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On **July 13, 2012**, I served the foregoing document(s) described as: **CIVIL COVER SHEET** on all interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

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SEE ATTACHED SERVICE LIST

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☒ **BY MAIL:** I sealed such envelope(s) and placed it (them) for collection and mailing on this date following the ordinary business practices of Carlson & Messer LLP. I am "readily familiar" with the business practices of Carlson & Messer LLP for collection and processing of correspondence for mailing with the United States Postal Service. Such correspondence would be deposited with the United States Postal Service at Los Angeles, California this same day in the ordinary course of business with postage thereon fully prepaid.

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☐ **ELECTRONIC MAIL:** Based on Court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the said documents to be sent to the persons at the electronic mail addresses listed below (see attached service list). I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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☐ **PERSONAL SERVICE BY HAND-** I personally served document to address stated on POS Service List.

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☐ **BY FACSIMILE-** I transmitted via telecopier machine such document to the offices of the addressees.

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☐ **(STATE)** - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

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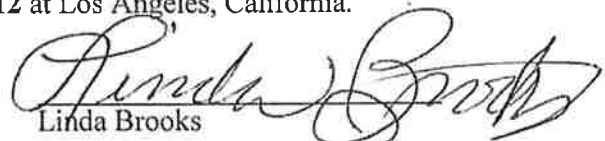
☒ **(FEDERAL)** - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

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Executed this 13<sup>th</sup> day of **July 2012** at Los Angeles, California.

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Linda Brooks

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**SERVICE LIST**  
**Heather Thompson v. Bay Area Credit Service, LLC**  
**File No.: 07173.00**

Todd M. Friedman, Esq.	Attorneys for Plaintiff
LAW OFFICES OF TODD M. FRIEDMAN, P.C.	Heather Thompson
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Beverly Hills, California 90211	
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Fax: (866) 633-0228	
Email: tfriedman@attorneysforconsumers.com	
Email: dshaw@attorneysforconsumers.com	

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Cormac J. Carney and the assigned discovery Magistrate Judge is Arthur Nakazato.

The case number on all documents filed with the Court should read as follows:

**SACV12- 1151 CJC (ANx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☐ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☒ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.